



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

January 5, 2011

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETE TEAGUE  
STATE CONTRACT PROCUREMENT ADMINISTRATOR  
302-857-4552

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS11605-SFURNITURE**  
**SCHOOL FURNITURE AND ACCESSORIES**

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OF  
KEY CONTRACT INFORMATION

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

This agreement is based on the State of Delaware's participation in the US Communities Government Purchasing Alliance comprised of state, municipalities and local governments. 29 Del. C. §6933. The original contract was procured by Wichita (KS) Public School Unified School District 259, a member of US Communities Government Purchasing Alliance on April 21, 2008.

### **2. CONTRACT PERIOD:**

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Each contractor's contract shall be valid through December 31, 2011. A three-year extension option is available at the discretion of the Wichita (KS) Public School Unified School District 259 and the State of Delaware.

### **3. VENDORS:**

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#### **Contract # GSS11605-SFURNITUREV01**

Wichita (KS) Public School Unified School District 259 Contract 0844685

FSF Vendor ID:

VIRCO, INC.

Attn: Sam L. Tyler, II

State Hwy 65 S

Conway, AR 72032-2203

Phone: (800) 448-4726 or (501) 329-2901

Website: [www.virco.com](http://www.virco.com)

*Ordering agent:*

Douron, Inc.

Attn: Carolyn Page

30 New Plant Ct

Owings Mills, MD 21117

Phone: (410) 363-2600

Fax: (410) 363-2608

Email: [carolyn@douron.com](mailto:carolyn@douron.com)

FSF Vendor ID: 0000029593

### **4. SHIPPING TERMS:**

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F.O.B. destination.

**5. DELIVERY AND PICKUP:**

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Equipment for Educators: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/e4e.html](https://www.virco.com/b2c_virco/b2c/online_catalog/e4e.html)  
Furniture Favorites: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/favorites.html](https://www.virco.com/b2c_virco/b2c/online_catalog/favorites.html)  
Hospitality: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/hospitality.html](https://www.virco.com/b2c_virco/b2c/online_catalog/hospitality.html)  
Higher Learning: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/higher\\_learning.html](https://www.virco.com/b2c_virco/b2c/online_catalog/higher_learning.html)  
Collaborative Learning: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/collaborative\\_learning.html](https://www.virco.com/b2c_virco/b2c/online_catalog/collaborative_learning.html)  
TEXT Series Tables, Desks & Workstations: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/text.html](https://www.virco.com/b2c_virco/b2c/online_catalog/text.html)  
2011 Color Program: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/color\\_program.html](https://www.virco.com/b2c_virco/b2c/online_catalog/color_program.html)  
Virco Guide Choices: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/glides.html](https://www.virco.com/b2c_virco/b2c/online_catalog/glides.html)  
ZUMA Rockers: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/zuma\\_rockers.html](https://www.virco.com/b2c_virco/b2c/online_catalog/zuma_rockers.html)  
PlanSCAPE Service: [https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/planscape.html](https://www.virco.com/b2c_virco/b2c/online_catalog/planscape.html)

**6. PRICING:**

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Prices will remain firm for the term of the contract year.

2011 F.O.B. Factory List Prices:  
[https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/2011pricing.html](https://www.virco.com/b2c_virco/b2c/online_catalog/2011pricing.html)

2011 F.O.B. Factory List Prices – Furniture Favorites:  
[https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/favorites\\_pricing.html](https://www.virco.com/b2c_virco/b2c/online_catalog/favorites_pricing.html)

2011 Hospitality List Prices:  
[https://www.virco.com/b2c\\_virco/b2c/online\\_catalog/index.html#](https://www.virco.com/b2c_virco/b2c/online_catalog/index.html#)

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number. The Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Contractor shall be required to report semi-annually opportunities to enhance the discounts achieved.

**8. PAYMENT:**

- i) For each P.O. issued as part of this contract, the ordering agency will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P. O.

- ii) No Premium time for overtime will be paid without prior written authorization from the ordering agency. Indirect overhead cost shall not be applied to the premium portion of the overtime allowed.
- iii) The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-Card payment method, the State reserves, at its discretion, the right to pay by ACH/ACI or check.

**9. ORDERING PROCEDURE:**

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

All consumables delivered by the Contractor and received by a State agency or other governmental entity, become the property of the State agency or entity.

**10. ENIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star – If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered, wherever available in addition to or as a substitute for non-green products.

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this agreement. The State Environmental Procurement Policies may be found:

<http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.